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Virginia Department of Education

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Turnaround Specialist Program for Virginia School Leaders

Request for Proposal # TSP-2004-02

**Deadline for Submission of Responses: Monday, March 22, 2004
11 a.m.**

CONTACT INFORMATION:

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I. Purpose

The purpose of this Request for Proposals (RFP) by the Virginia Department of Education (VDOE) is to solicit sealed proposals from qualified Offerors to establish a contract through competitive negotiations to (1) develop and deliver a preparation program for approximately ten Turnaround Specialists, school administrators who are trained to successfully implement education and business principles to turn around the performance of consistently low-performing schools; (2) design and administer the process to select the program participants and schools; (3) design and award the Turnaround Specialist credential; (4) create a support network and provide follow-up training once the Turnaround Specialists are working in their assigned schools; and (5) operate an office or center for administration of the program on an annual basis, with options for renewals. The RFP defines the requirements of the project such that Offerors may respond to one or more individual requirements or to the RFP in its entirety. Section IV of this RFP contains additional details.

As part of Governor Warner's *Education for a Lifetime* initiative (See *Section II – Background Information* for more detail), the Turnaround Specialist Program proposes to create a school leadership program designed to develop a cadre of experts who participate in training and become credentialed to turn around low-performing schools, using principles of both business and education management. It is envisioned that the program will be developed collaboratively by a school of education and school of business from higher education, and/or partners from higher education, participating school administrators, business and industry, and professional organizations, with practical experiences in Virginia's school divisions. Such a program may pave the way for a nationally recognized certificate in school turnaround management.

Participants who wish to certify as a School Turnaround Specialist must also be licensed or eligible for licensure as school administrators in Virginia. In the spring and/or summer of 2004, the first cadre of up to ten participants will begin training for the Turnaround Specialist credential. Individuals who complete the program successfully will be eligible for certification in school turnaround management. They will receive the certificate upon completion of the certification requirements, which will parallel those for other professional business certificates. The intent is that training will be completed in time to have the first cadre of Turnaround Specialists placed in schools during the 2004-05 school year. Training will focus on successful business and education strategies that have proven effective in redirecting or "turning around" low-performing organizations. The coursework will provide information and practical experience in proven business management strategies as they apply to educational leadership, such as effective organizational management, finance and accounting practices, restructuring and renewal of troubled organizations, turnaround and crisis management, and business and education law.

II. Background Information

In the fall of 2003 Governor Warner launched his *Education for a Lifetime* initiative, which contains several components. One focus of the initiative is *Teacher Retention and Support*. In this component, the Governor proposed three ways to retain teachers new to the profession and to support hard-to-staff and consistently low-performing schools in filling their teaching vacancies and improving student achievement:

- (1) Provide funds for mentoring programs for new teachers in hard-to-staff schools during their first year in the classroom to a) encourage them to remain teachers - and in their present locality, and b) help them advance beyond potential stumbling blocks.
- (2) Create the Virginia Middle School Teacher Corps to provide the structure and incentives to place experienced mathematics teachers in middle schools that have been designated as "at risk" in mathematics for a period of up to three years.

- (3) Train up to ten school administrators in the first year and an additional ten in the following year to earn a credential as a “Turnaround Specialist.” Each Turnaround Specialist will either (a) serve as the principal of a consistently low-performing school or (b) support an existing principal during a period of personnel change at the school. Training will focus on successful business and education strategies that have proven effective in “turning around” low-performing organizations.

This RFP addresses item #3 in soliciting proposals to develop and implement the Turnaround Specialist program. Further information about the *Teacher Retention and Support* component, as well as other components of *Education for a Lifetime*, may be found on the Governor’s Web site at:

<http://www.governor.virginia.gov/Initiatives/Ed4Life/index.htm>

III. Proposal Preparation and Submission Instructions

Proposal Process

Successful implementation of this initiative requires strict adherence to a predetermined schedule. Throughout the RFP process, the VDOE will follow the schedule presented below. Each Offeror must perform all applicable events and provide all applicable documents on or before each of the stated due dates, or shall be subject to disqualification. Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal and a demonstration of their proposed solution to the VDOE.

Event	Responsible Party	Day	Due Date*
RFP Published	VDOE	Monday	3/8/04
Deadline for Submission of Written Questions to RFP	Offerors	Friday	3/12/04
Electronic Mail Response to Written Questions, and Issuance of RFP Addenda if necessary	VDOE	Tuesday	3/16/04
Proposals Due by 11 a.m. EST	Offerors	Monday	3/22/04
Notice of Presentations	VDOE	-	TBA
Oral Presentations/Demonstrations	Offerors	-	TBA
Negotiations	VDOE and Offerors	-	TBA
Best and Final Offers (BAFO) Due by 3 p.m. EST	Offerors	-	TBA

**VDOE reserves the right to revise the above schedule*

Point-of-contact: (for all questions related to the RFP and this process): Dr. Linda M. Wallinger, Virginia Department of Education, lwalling@mail.vak12ed.edu.

General Instructions

A. Questions from Offerors:

Offerors are invited to submit, via e-mail, to the point-of-contact (stated above), any questions they may have about the contents of this RFP in accordance with the RFP schedule stated above. Written answers to all questions received will be posted to the VDOE Web page in accordance with the RFP schedule.

B. RFP Responses:

In order to be considered for selection, Offerors must submit a complete sealed response package to this RFP that includes:

1. One original printed copy
2. Eight additional printed copies
3. One soft (electronic) copy of the Offeror's response in Microsoft Word 97 or Microsoft 2000 format.
4. One original printed copy from which all proprietary material has been removed. Such copy shall be certified in writing by the Offeror as free of proprietary material as outlined in C.7 below. Note, this copy is subject to public disclosure in accordance with the Virginia Freedom of Information Act.
5. **The RFP must be delivered to the following address by 11 a.m. on Monday, March 22, 2004: Dr. Linda M. Wallinger, Acting Director, Office of Program Administration and Accountability, Virginia Department of Education, Monroe Building, 23rd Floor, 101 North 14th Street, Richmond, Virginia 23219.**

C. Proposal Preparation:

1. Proposals shall be signed by an authorized representative of the Offeror.
2. Proposals shall be complete. Failure to submit all information requested may result in the Purchasing Agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by the Purchasing Agency.
3. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
4. Responses shall be organized according to the sections outlined in the "Specific Instructions" subsection below. The Offeror's proposal shall include a Table of Contents that cross-references said sections. All pages of the proposal shall be numbered.
5. Responses may be prepared using text from this electronic Microsoft Word RFP document; however, Offeror shall make no change, modification or alteration to the RFP text or format. For clarity, it is preferred that the responses immediately follow the RFP item, use a font color other than black, and are indented. It is helpful to cite the paragraph number, subparagraph letter and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subparagraph letter should be repeated at the top of the next page.
6. Each copy of the proposal should be bound (e.g., three-ring binder) in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume. Multiple binders are acceptable if the response includes too much material for a single binder, so as to facilitate ease of viewing the response. The intention is to keep all of the Offerors' materials together.
7. Ownership of all data, material, and documentation originated and prepared for the State, pursuant to the RFP, shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary

information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of Section 11-52D of the *Code of Virginia*, in writing, either before or at the time the data are submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. Also, Offerors must complete and submit the Proprietary/Confidential Summary Information form (see Attachment A). **The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.**

D. Oral Presentation and Demonstration:

Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal and a demonstration of their proposed solution to the VDOE. Said presentation and demonstration are a fact-finding and explanation session only and do not include negotiations. In the event that presentations are held, the VDOE will provide a specific agenda.

E. Innovation in the RFP:

The Virginia DOE is seeking solutions that fulfill the specific needs outlined in this document. However, Offerors are encouraged to provide explanations of training development and program delivery that exceed the requirements stipulated within this RFP.

Specific Instructions

Offerors may respond to individual components of the RFP or to the RFP in its entirety. Offerors are required to submit the following items as a complete proposal. Information shall be placed and sequentially ordered as shown below. If information is requested in one section that has been addressed in another area, Offerors may refer to the location of the information rather than repeating the information.

<p>Cover Sheet and Addenda: Fill out and sign the RFP Cover Sheet and Addenda Acknowledgments (if any Addenda were released), and place them in the notebook or binder.</p>
<p>Executive Overview:</p> <ol style="list-style-type: none"> 1. Executive Summary: Provide a brief overview (2 pages or less) clarifying your firm’s understanding of the goals and objectives of this RFP and why you feel your firm and your proposal would be the “best fit” for the VDOE. 2. Contact Person(s): Provide name, title, organization, address, telephone number, fax number and e-mail address for the following person(s): <ol style="list-style-type: none"> a. Contact person(s) who are responsible for coordinating the Offeror’s response to this RFP b. Persons who are authorized to act on behalf of the Offeror and bind the Offeror to all commitments made in the proposal and subsequent negotiations 3. “Attachment A – Proprietary/Confidential Information Summary Form” - Complete this form to identify all proprietary information and its location within the proposal as applicable. Do not include a general proprietary / confidential statement at the beginning of the proposal applicable to the entire proposal and do not include such statements on every page of the proposal. (Place completed form as the last item.)
<p>Response to Project Schedule (cross reference Section IV – Statement of Needs): Provide a proposed Project Plan that includes milestones and objectives based on the Project Schedule and Needs Criteria.</p>
<p>Response to Functionality Requirements (cross reference Section V – Response Templates):</p> <ol style="list-style-type: none"> 1. Provide an overview response to the Functionality Requirements. 2. Respond to each item in the Functionality Requirements using the templates provided in Attachment D.
<p>Response to Cost Requirements (cross reference Section V – Response Templates): Provide a breakdown of those costs that would be invoiced to the VDOE under this proposal using the cost templates provided in Attachment D.</p>
<p>Response to Corporation Requirements (cross reference Section V – Response Templates):</p> <ol style="list-style-type: none"> 1. Provide the Corporate Informational Items as requested. 2. Respond to each item in the Corporation Requirements using the templates provided in Attachment D.
<p>Response to Project Manager Requirements (cross reference Section V – Response Templates):</p> <ol style="list-style-type: none"> 1. Provide an overview response to the Project Manager Requirements. 2. Respond to each item in the Project Manager Requirements subsection using the templates provided in Attachment D.
<p>Response to Small Business / Owned by Women and Minorities Requirements (cross reference Section V – Response Templates): Provide all information requested on “Attachment C – Small Business/Owned by Women and Minorities Forms,” and place completed forms in this section.</p>
<p>Pricing Schedule Provide a proposed pricing schedule for invoicing work completed based on this proposal in accordance with the guidelines provided in Section XII – Pricing Schedule.</p>
<p>Additional Information: Place any additional information that you wish to present that is pertinent to the RFP but that does not fall within any of the requirements of the RFP. This includes the response to the “Innovation in the RFP” (cross reference Section III, Item E).</p>

IV. Statement of Needs

Project Schedule

The VDOE envisions the project to commence upon signing of the contract award. At that time, the selected Contractor will be expected to develop a detailed project plan with input from VDOE.

Activity	Completion Dates
Contract Awarded	April 2004
<ul style="list-style-type: none"> Approved by VDOE, Completed, and Ready for Implementation: Award Requirements and Process for an Educational Turnaround Specialist Credential Criteria and Process to Recruit and Select Turnaround Specialist Program Participants Criteria and Process to Select Schools; Recruitment of Turnaround Specialists and Identification of Schools Begins 	By May 7, 2004
Turnaround Specialist Program Training Curriculum Approved by VDOE, Completed, and Ready for Implementation	By May 14, 2004
Turnaround Specialist Training Program Begins for Selected Participants	By June 15, 2004
Turnaround Specialists and Receiving Schools Matched and Memoranda of Understanding Developed	Beginning July 1, 2004
Turnaround Specialist Complete Training Program and Credential Is Awarded to Participants	As Training is Completed
Turnaround Specialists Assigned to and Working in Their Assigned Schools	During 2004-2005 School Year
Support Network and Follow-up Training for Turnaround Specialists in Operation	By September 15, 2004
Administrative Office or Center for Turnaround Specialist Program in Operation	By December 31, 2004

Needs Criteria

Offerors may respond to individual components of the RFP or to the RFP in its entirety. The VDOE seeks a Contractor to:

1. Create the curriculum for a School Turnaround Specialist Program based on successful business and education strategies that have proven effective in redirecting or “turning around” low-performing organizations and designed to develop a cadre of experts who are available to turn around consistently low-performing schools;
2. Develop the criteria and administer the processes for:
 - a. credentialing individuals who successfully complete the program;
 - b. recruiting and selecting applicants, selecting schools, placing specialists in the schools, and developing the memorandum of understanding between the parties.
3. Deliver training to up to ten Turnaround Specialists. Training must be designed to accommodate participants who enter the program at different points throughout the year.
4. Offer a network of support and follow-up training to the Turnaround Specialists during the 2004-2005 academic year; and
5. Operate an office or center to administer the Turnaround Specialist Program on an annual basis, with options for renewals.

Functionality Requirements

Project Definition and Scope:

The Turnaround Specialist Program proposes to create a school leadership program designed to develop a cadre of experts who participate in training and become credentialed to turn around low-performing schools, using principles of both business and education management. It is envisioned that the program will be developed collaboratively by a school of education and school of business from higher education, and/or partners from higher education, participating school administrators, business and industry, and professional organizations, with practical experiences in Virginia’s school divisions. Such a program may pave the way for a nationally recognized certificate in school turnaround management.

Participants who wish to certify as a School Turnaround Specialist must also be licensed or eligible for licensure as a school administrator in Virginia. They must have served in a leadership capacity in an education, professional, or business environment for a minimum of five years and have demonstrated experience in providing successful leadership to a consistently troubled or low-performing school or organization. Additional criteria may be defined as the process is finalized. Participating schools will most likely include low-performing schools that have been consistently unsuccessful in improving student achievement over a period of time.

In the spring and/or summer of 2004 the first cadre of up to ten participants will begin training for the Turnaround Specialist credential, with certification completed in time to have Turnaround Specialists placed in schools during the 2004-05 school year. Training will focus on successful business and education strategies that have proven effective in redirecting or “turning around” low-performing organizations. The coursework will provide information and practical experience in proven business management strategies as they apply to educational leadership, such as effective organizational management, finance and accounting practices, restructuring and renewal of troubled organizations, turnaround and crisis management, and business and education law.

Individuals who complete the program successfully will be eligible for certification in school turnaround management. They will receive the certificate upon completion of the certification requirements, which will parallel those for other professional business certificates. The certificate for the Turnaround Specialist will require, at a minimum:

- Licensure or eligibility for licensure as a school administrator in Virginia;
- Five years of successful leadership in an educational, professional, or business environment;
- Demonstrated success in previous situations requiring turnaround skills;
- Demonstration of these skills as measured by an external verification;
- Adherence to a code of ethics regarding professional and legal boundaries and conduct, standards of excellence, confidentiality, and integrity; and
- Other criteria to be defined.

The Turnaround Specialists must sign with the local school board and/or other stakeholders a well-articulated memorandum of understanding that outlines the terms for all parties. They must agree to serve in the defined leadership role for a minimum of three years, subject to an annual performance review. Their role will be to (1) either serve as principal of the school or support an existing principal during a period of personnel change at the school *and* (2) build leadership capacity in the school to help it overcome obstacles that have limited student performance in the past. They will be afforded all the rights and responsibilities of school administrators, with the understanding that they have the authority to act legally and responsibly in the best interest of the school, teachers, and students. They may also have additional authority as negotiated with the local school board. The compensation package for the Turnaround Specialist may be in the form of salary, relocation expenses, retirement accounts, deferred compensation, performance bonuses or other arrangements agreed upon by the individual and the school division.

Services and Deliverables:

Develop the training curriculum for the Turnaround Specialist Program

The goal of the training is to earn an additional certification or credential rather than an additional degree. The program must provide intense, concentrated training to individuals who are already licensed or will become licensed school administrators, and as such, already have earned at least a Master's Degree and completed a program in Educational Administration and/or Leadership. Program coursework must focus on successful business and education strategies that have proven effective in redirecting or "turning around" low-performing organizations. The program should include formal training and other experiences that provide information and practical experience in proven business management strategies as they apply to educational leadership, such as effective organizational management, finance and accounting practices, restructuring and renewal of troubled organizations, turnaround and crisis management, and business and education law. Offerors should include a rationale for the structure and contents of their proposed programs to demonstrate foundation in effective school and business turnaround practices as well as to provide evidence that the proposed program will result in individuals who are adequately trained to complete the task. Upon completion of the training, the individual must be prepared to successfully complete the requirements for an Educational Turnaround Specialist credential. The training curriculum must include, but is not limited to, lessons, materials, speakers, extra-curricular experiences, etc. The curriculum must be developed, completed, approved by the VDOE, and ready for delivery by May 14, 2004.

Develop criteria and administer the processes for: (a) credentialing individuals who successfully complete the program and (b) recruiting and selecting applicants, selecting schools, placing specialists in the schools, and developing the memorandum of understanding between the parties

Individuals who complete the Turnaround Specialist Program successfully will be eligible for certification in school turnaround management. Each individual will receive the certificate upon completion of the certification requirements, i.e., possibly independent of a cohort of participants. Certification requirements will parallel those for other professional business certificates. The certificate for the Turnaround Specialist will require, at a minimum:

- Licensure or eligibility for licensure as a school administrator in Virginia;
- Five years of successful leadership in an educational, professional, or business environment;
- Demonstrated success in previous situations requiring turnaround skills;
- Demonstration of these skills as measured by an external verification;
- Adherence to a code of ethics regarding professional and legal boundaries and conduct, standards of excellence, confidentiality, and integrity; and
- Other criteria to be defined.

The contractor must develop the criteria and implement the processes to be used to: credential individuals who complete the program successfully; recruit and select the individuals to enter the Turnaround Specialist Program; select the schools to participate in the program; place the specialists in the schools; and develop the memorandum of understanding between parties. Once the criteria and processes are approved, the contractor will conduct these activities. The criteria and processes must be approved by the VDOE and begun by May 7, 2004.

Deliver training to individuals selected for the Turnaround Specialist Program

The contractor must deliver training for the Turnaround Specialist Program in a concentrated effective manner to ensure that all participants are adequately trained and credentialed for placement in their assigned schools. The training must be designed to accommodate participants who may enter and complete the program at different times. Training must begin no later than June 15, 2004, for participants who have been selected at that time. The training delivery and award of the credential must be coordinated such that participants receive the credential in a timely manner following successful completion of the training and credential requirements, possibly independent of a cohort of participants.

Offer a network of support and follow-up training to the Turnaround Specialists during the 2004-2005 academic year

The contractor must develop a program of follow-up training and support to help ensure the success of the Turnaround Specialists during the first year in their new roles and their ability to build capacity and/or train additional leaders in the school to continue the work of the specialist.

Operate an office or center to administer the Turnaround Specialist Program on an annual basis, with options for renewals

The contractor must develop a proposal to operate the entire Turnaround Specialist Program on an annual basis, with options for renewals, including but not limited to marketing of the program; operation of the application process; selection and placement of participants and schools; delivery of training; award of the credential; a support network for the specialists; program evaluation and reporting, etc.

Cost Requirements

VDOE requires that the Offeror clearly identify all costs that are included in this proposal. Said costs must be broken out into meaningful categories to include:

- Development of the training curriculum for the Turnaround Specialist Program
- Development of criteria and administration of the process for: (a) credentialing individuals who successfully complete the program and (b) recruiting and selecting applicants, selecting schools, placing specialists in the schools, and developing the memorandum of understanding between the parties
- Delivery of training to individuals selected for the Turnaround Specialist Program
- A network of support and follow-up training to the Turnaround Specialists during the 2004-2005 academic year
- Operation of an office or center to administer the Turnaround Specialist Program on an annual basis, with options for renewals

Costs must be all-inclusive, to include training, personnel, project management, vendor travel, and other incidental costs.

Corporation Requirements

VDOE requires that an Offeror be able to provide superior customer service throughout the duration of the project. The Offeror must be capable of meeting the requirements of the RFP, especially the time constraints, at the highest level of quality. The Offeror must have the ability and experience to undertake a project of this size. Factors taken into consideration include the Offeror's:

- Financial Stability
- Experience with managing, developing and deploying systems and training programs for state and/or local government
- Availability of personnel with the required skills and experience
- Methodologies and tools used to plan, manage, design, develop and implement the proposed Virginia solution

Project Management

The VDOE wishes to approve the Offeror's project manager. The Offeror must supply a project manager who will make weekly or as needed reports to the VDOE. The expectation is that the same person will be the project manager throughout the project. The Offeror will provide a representative for internal VDOE and external advisory group meetings.

Small Business / Owned by Women and Minorities (SBOWM) Requirements

VDOE requires that the Offeror provide the following three sets of data regarding small business, women-owned business and minority-owned business: (a) ownership, (b) utilization of small businesses, women-owned businesses, and minority-owned businesses for the most recent 12 months, and (c) planned involvement of small businesses, women-owned businesses, and minority-owned businesses on this procurement.

V. Response Templates

Responses for each needs criterion are requested. Responses must take into account the definitions found in Section IV above. The weights for the criteria and their importance to the overall evaluation are found in each subsection.

As noted in the “Specific Instructions” subsection, Offeror must place responses to specific requirements listed in the Request for Proposals by ordered section, using the templates provided in Attachment D.

Offerors must:

1. Provide all informational items as requested.
2. Provide clear and concise descriptions of their proposed solution as requested, and as it relates to the criterion and sub-criterion as requested.
3. In each of the Response Tables presented, complete a response for each row by providing the information requested by the Column headers.
4. In some tables, the Offeror is asked to indicate the customization effort required to fulfill the proposed solution, i.e., the effort to enhance the Offeror’s current system in order to deliver the Offeror’s proposed solution to the stated requirement(s). The Offeror must enter one of the following three responses:
 - ***None*** – meaning no customization effort is required
 - ***Minor*** – meaning up to 40 hours of customization effort is required
 - ***Major*** – meaning over 40 hours of customization effort is required
5. Complete all Cost Templates as provided.
6. Complete all Forms as requested. (Forms referenced are found as attachments).

VI. Evaluation and Award Criteria

A. EVALUATION CRITERIA: Proposals will be evaluated by the Commonwealth of Virginia using the following criteria:

Criteria	Weight
Functionality	65%
Cost	20%
Corporation	5%
Project Management	5%
Small, Women-Owned and Minority Businesses	5%

B. NEGOTIATION AND AWARD OF CONTRACT:

Those Offerors whose *Response for Proposal (RFP)* receives a qualifying score from the Agency will be asked to continue in a negotiation process. The Agency may negotiate any response proposed by the Offeror, including price. Offers and counter-offers may be made multiple times. After negotiations have been concluded by the Agency, said Offeror(s) will be asked to provide a written Best and Final Offer (BAFO). Each BAFO will be rescored based on the information received, and an award decision made. A *Notice of the Intent to Award* will then be publicly posted for a period ten (10) working days. Upon expiration of the ten-day period the award document will be issued. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and Offeror's proposal as negotiated. In order to accommodate the potential for different vendors to deliver the separate components outlined under the functionality requirements, contracts may be awarded to multiple vendors.

The Agency may cancel this RFP solicitation or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be most advantageous (Section 11-65D, *Code of Virginia*). Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to the Offeror.

VII. Project Reporting and Delivery Requirements

Paper and electronic copies of the proposal must be available.

After award, the VDOE Project Manager will administer the resulting contract.

The Contractor shall deliver all reports to and respond, orally and/or in writing, to all inquiries from the VDOE's Project Manager, or designee, upon request and as stipulated below.

1. The Contractor shall provide bi-weekly written progress reports to the VDOE's Project Manager. Said progress reports shall include the following information for the relevant two-week period: (a) Major Accomplishments, (b) Objectives for Next Two Weeks; and (c) Problems/Issues (and recommended action). Reports should reflect progress in relation to the Project Plan and Schedule.
2. The Contractor shall provide a final project completion report to the VDOE Project Manager within two weeks of accepted completion.
3. The Contractor shall submit the following reports regarding the utilization of small businesses, women-owned businesses, and minority-owned businesses. These reports shall be submitted to the VDOE's Project Manager.
 - a. Periodic Progress Reports/Invoices: The Contractor shall provide a report on the involvement of small businesses, women-owned businesses, and minority-owned businesses to the VDOE's Project Manager. This report shall specify the actual dollars contracted to be spent to date with such businesses, as well as actual dollars expended to date with such businesses on this contract. This information shall be provided separately for small businesses, women-owned businesses and minority-owned businesses.
 - b. Final Actual Involvement Report: The Contractor shall submit to the VDOE's Project Manager, within ten (10) days of contract completion, a report on the actual dollars spent with small businesses, women-owned businesses and minority-owned businesses during the performance of this contract. At a minimum, this report shall include for each firm contracted with and for each such business class (i.e., small, women-owned, minority-owned) a comparison of the total actual dollars spent on this contract with the planned involvement of the firm and business class as specified in the proposal, and the actual percent of the total estimated contract value.
 - c. The information should be reported in the following or similar format.

Business Class: (Small, Women-owned or Minority owned)
Reporting Time Period (From MM/DD/YYYY to MM/DD/YYYY)

FIRM NAME, ADDRESS AND PHONE NO.	TYPE GOODS / SERVICES	ACTUAL DOLLARS	PLANNED DOLLARS	% OF TOTAL CONTRACT
TOTAL FOR BUSINESS CLASS				

VIII. General Terms and Conditions

VENDOR'S MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia Vendor's Manual and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual can be obtained at the Department of General Services, Division of Purchases and Supply Web site www.dgs.state.va.us/dps or by calling to request a hard copy at 804/786-3842.

APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.

ANTI-DISCRIMINATION: By submitting their proposals, Offerors certify to the Commonwealth that they shall conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §11-51 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 11-35.1E). In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, or disabilities. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Contractor shall include the provisions of "1" above in every subcontract or purchase order over \$10,000, so that the provisions shall be binding upon each subcontractor or vendor.

ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their proposals, the Offerors certify that they do not and shall not, during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

DEBARMENT STATUS: By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia or the United States federal Government from submitting bids or proposals on contracts for the type of goods/services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

ANTITRUST: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

TERMS AND CONDITIONS FOR RFP: Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a proposal.

CLARIFICATION OF TERMS: If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation no later than ten (10) working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order. All invoices shall show the state contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days shall be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. However, this shall not affect offers of discounts for payment in less than 30 days.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

2. To Subcontractors:

- a. A Contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

- (2) To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason
- b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven days following receipt of payment from the Commonwealth, except for amounts withheld as stated in "2" above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing, under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

PRECEDENCE OF TERMS: Paragraphs A-J of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work/furnish the item(s) and the Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Commonwealth that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specification.

ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

CHANGES TO THE CONTRACT: Changes can be made to the Contract in any one of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounting for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractors records and/or to determine the correct number of units independently
 - c. By ordering the Contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the

contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia's Vendor's Manual. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the Commonwealth may have.

TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

INSURANCE: By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the Contract, it shall have the following insurance coverages at the time the Contract is awarded. For construction contracts if any subcontractors are involved, the subcontractor shall have workers' compensation insurance in accordance with §§11-46.3 and 65.2-800 et seq. of the *Code of Virginia*. The Offeror further certifies that the Contractor and any subcontractors shall maintain these insurance coverages during the entire term of the Contract and that all insurance coverages shall be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

1. Worker's Compensation – Statutory requirements and benefits.
2. Employers' Liability – \$100,000.
3. Commercial General Liability - \$500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth of Virginia must be named as additional insured when requiring a Contractor to obtain Commercial General Liability coverage.

The Offeror further certifies that the Contractor and any subcontractors shall maintain these insurance coverages during the entire term of the contract and that all insurance coverages shall be provided by insurance companies authorized to sell insurance in Virginia by the State Corporation Commission.

ANNOUNCEMENT OF AWARD: Upon the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice for a minimum of 10 days at the public posting notice board located at the street-level entrance on 14th Street of the James Monroe Building at 101 North 14th Street, Richmond, VA 23219.

DRUG-FREE WORKPLACE: During the performance of this contract, the Contractor agrees to (a) provide a drug-free workplace for the Contractor's employees; (b) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (c) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (d) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions shall be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacturer, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

NONDISCRIMINATION OF CONTRACTORS: A Bidder, Offeror, or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

IX. Special Terms and Conditions

ADVERTISING: The Contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or used its products or services.

AUDIT: The Contractor shall retain all books, records, and other documents relative to this contract for five years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

BEST AND FINAL OFFER (BAFO): At the conclusion of negotiations, the Offeror(s) will be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the Offeror(s). The Offeror's proposal will be rescored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.

PROPOSAL ACCEPTANCE PERIOD: Any response to this solicitation shall be valid for 180 days. At the end of the 180 days the offer may be withdrawn at the written request of the Offeror. If the offer is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

FINAL INSPECTION: At the conclusion of the work, the Contractor shall demonstrate to the authorized owner's representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.

IDENTIFICATION OF PROPOSAL ENVELOPE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____	_____	_____
Name of Offeror	Due Date	Time
_____	<u>RFP# TSP-2004-02</u>	
Street or Box Number	RFP No.	
_____	<u>Turnaround Specialist Program for Virginia School</u>	
	<u>Leaders</u>	
City, State, Zip Code	RFP Title	

Name of Contract/Purchase Officer or Buyer: Robert Rochelle.

The envelope must be addressed as directed on the cover sheet of the solicitation. Proposals may be hand delivered to the designated office location of the agency issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

INSTALLATION: All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.

LIMITATION OF LIABILITY: To the maximum extent permitted by applicable law, the Contractor shall not be liable under this contract for any indirect, incidental, special or consequential damages, or damages from loss of profits, revenue, data or use of the supplies, equipment and/or services delivered under this contract. This limitation of liability shall not apply, however, to liability arising from: (a) personal injury or death; (b) defect or deficiency caused by willful misconduct or negligence on the part of the Contractor; or (c) circumstances where the contract expressly provides a right to damages, indemnification or reimbursement.

MAINTENANCE MANUALS: The Contractor shall provide an operations and maintenance manual, inclusive of wiring diagrams, parts list, and a copy of all warranties, for any automated equipment provided as part of this contract.

OPTIONAL PREPROPOSAL CONFERENCE: An optional preproposal conference will NOT be held for this project.

PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees. It is the responsibility of the Contractor to inform the subcontractors and/or partners of all the potential contract requirements including the terms and conditions.

SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the Contractor's expense.

CONTRACTOR AS INDEPENDENT CONTRACTOR: During the performance of this Contract, the Contractor and his/her employees shall be regarded as an independent Contractor and not as employees or agents of the Commonwealth of Virginia. The Contractor shall be responsible for all its own and its employees' insurance and federal, state, local and FICA taxes.

COMMUNICATIONS REGARDING THIS PROCUREMENT: It is the potential Offeror's responsibility to inquire about and clarify any requirements of this RFP that are not understood, and verbal questions are discouraged: the Commonwealth shall not be bound by verbal responses to questions. ALL inquiries, including technical questions, concerning this RFP must be submitted to Robert Rochelle. Potential Offerors should NOT request information regarding this RFP from anyone other than the issuing agency (Department of Education). Failure to comply with this policy may be grounds for disqualifying the Offeror's proposal.

SPECIAL PROJECT ASSIGNMENTS – TASK BASED: As the potential special projects will be unknown at the time of award for which the VDOE may desire assistance from the contractor, the special projects will be “task based.” Therefore for this portion only of the contract, costs will be “time and material.” The agency will provide a tentative scope of work to the contractor for the task to be assigned. Based on the task described and through further discussions as necessary, the contractor shall furnish the agency a binding written proposal to perform the task including a Not-To-Exceed total price for the task to include all labor costs based on the rates identified within the resulting contract, and other costs to accomplish the task. The labor costs must be based on the labor category(ies) and established hourly rates specified in the contract. If the agency determines that the estimated price is not fair and reasonable, the agency has the right to ask the contractor to reevaluate the estimate. If the revised estimate is determined to be not fair and reasonable, the agency reserves the right to obtain additional quotes from other vendors. The VDOE reserves the right to procure the special projects or portions thereof from other sources as determined to be in the best interest of the Commonwealth. Once a task proposal is accepted by the VDOE, an order will be issued for the task to the contractor, as the authority to proceed with the work, which will incorporate the contractor’s estimate and the terms and conditions of the contract.

GUIDELINES FOR OFFEROR’S TERMS AND CONDITIONS REQUESTED FOR INCLUSION: In consideration of licenses, and/or additional terms and conditions requested for inclusion in the potential contract, Offeror should review and take into consideration the following list of inclusions/exceptions which have determined to be unacceptable and are provided as clarification. Also, for clarification, a license or additional terms and conditions shall not be considered the entire agreement, but will be considered for an attachment or inclusion to the Commonwealth's contract, which is the RFP, the original proposal, all modifications to the RFP, and all modifications to the proposal. All licenses and/or additional terms and conditions for inclusion are considered part of your proposal. The following are unacceptable:

1. Requiring the Commonwealth to maintain any type of insurance either for the Commonwealths benefit or for the contractors benefit
2. Renewing or extending the agreement beyond the initial term or automatically continuing the contract period from term to term
3. Requiring or stating that the terms of the attached Contractor’s form agreement shall prevail over the terms of this addendum in the event of conflict
4. Requiring the Commonwealth to indemnify or to hold harmless the Contractor for any act or omission
5. Imposing interest charges contrary to that specified by the *Code of Virginia*, §§11-62.1 through 11-62.11, Prompt Payment
6. Requiring the application of the law of any state other than Virginia in interpreting or enforcing the contract or requiring or permitting that any dispute under the contract be resolved in the courts of any state other than Virginia
7. Requiring any total or partial compensation or payment for lost profit or liquidated damages by the Commonwealth if the contract is terminated before its ordinary period
8. Requiring that the contract be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of the Commonwealth before the contract is considered in effect
9. Delaying the acceptance of this contract or its effective date beyond the date of execution

10. Limiting or adding to the time period within which claims can be made or actions can be brought
11. Limiting the liability of the Contractor for property damage or personal injury
12. Permitting unilateral modification of this contract by the Contractor
13. Binding the Commonwealth to any arbitration or to the decision of any arbitration board, commission, panel or other entity
14. Obligating the Commonwealth to pay costs of collection or attorney's fees
15. Granting the Contractor a security interest in property of the Commonwealth

METHOD OF PAYMENT: The Commonwealth shall make payments, within thirty (30) days of receipt of complete and accurate invoices, and in accordance with the pricing schedule agreed to as part of the award of this contract. Invoices must be submitted in accordance with the contract to:

Virginia Department of Education
Attn: Accounts Payable
PO Box 2120
Richmond, VA 23218-2120

X. Technology Terms and Conditions

CERTIFICATION TESTING PERIOD - SYSTEMS: The system specified in the contract shall be considered ready for testing upon receipt of documentation from the Contractor that a successful system audit or diagnostic test was performed at the site demonstrating that the system meets the minimum design/performance capabilities stipulated in the purchase agreement. System Acceptance Testing of the EPAS system shall commence on the next calendar day following receipt of this documentation. Upon request, the procuring agency will provide written confirmation of system acceptance, following the successful completion of the System Acceptance Tests. Such acceptance shall not be conclusive of complete conformance in all respects to the contract specifications and other requirements, or the nonexistence of potential latent defects.

CONFIDENTIALITY (Commonwealth): The Commonwealth agrees that neither it nor its employees, representatives, or agents shall knowingly divulge any proprietary information with respect to the operation of the software, the technology embodied therein, or any other trade secret or proprietary information related thereto, except as specifically authorized by the Contractor in writing or as required by the Freedom of Information Act or similar law. It shall be the Contractor's responsibility to fully comply with § 11-52 D of the *Code of Virginia*. All trade secrets or proprietary information must be identified in writing or other tangible form and conspicuously labeled as "proprietary" either prior to or at the time of submission to the Commonwealth.

CONFIDENTIALITY (Contractor): The contractor assures that information and data obtained as to personal facts and circumstances shall be collected and held confidential, during and following the term of this agreement, and shall not be divulged without the individual's and the agency's written consent. Any information to be disclosed, except to the agency, shall be in summary, statistical, or other form which does not identify particular individuals.

DEFINITION - EQUIPMENT: As used herein, the terms equipment, product, or system shall include hardware and software and any materials or supporting documentation. Such documentation may include but is not limited to: users' guides, operations manuals with part lists, copies of all applicable warranties, and any other pertinent information necessary for the proper operation and maintenance of the equipment being acquired.

DEFINITION - SOFTWARE: As used herein, the terms software, product, or software products shall include all related materials and documentation whether in machine readable or printed form.

DEMONSTRATIONS: By submitting a proposal, the Offeror certifies that the specified equipment is in productive use and capable of demonstration in the proposed configuration. The Commonwealth reserves the right to require Offerors to demonstrate the functionality of proposed equipment to its satisfaction prior to making an award decision. Such demonstration is intended to show that a vendor's products shall perform in a completely satisfactory manner and that they shall meet or exceed the performance specifications contained in the solicitation. Failure by a vendor to promptly comply with a request for demonstration may result in their offer being rejected.

EQUIPMENT ENVIRONMENT – ENVIRONMENTAL PERSPECTIVE: Environmental specifications for any equipment to be delivered under the resulting contract shall be furnished in writing along with the vendor's bid or proposal, should any such requirements be applicable. These specifications must be in sufficient detail to permit all installed equipment to function efficiently from an environmental perspective. Unless otherwise stated in the solicitation, it will be the procuring agency's responsibility to prepare the site at its own expense to meet the environmental specifications provided.

LATEST SOFTWARE VERSION: Any software product(s) provided under the contract shall be the latest version available to the general public as of the due date of this solicitation.

LIMITATION OF USE: The Commonwealth's right to use computer software developed entirely at private expense may be limited by the Contractor as stipulated in this contract. Notwithstanding any provision to the contrary however, the Commonwealth shall have at a minimum: unlimited use of the software on the equipment for which it is purchased; use of the software on a secondary system for backup purposes should the primary system become unavailable, malfunction, or is otherwise rendered inoperable; use of the software at another Commonwealth site should the system be entirely transferred to that location; the right to make a backup copy for safekeeping; the right to modify or combine the software with other programs or materials at the Commonwealth's risk; and the right to reproduce any and all documentation provided such reproduction is for the sole use of the Commonwealth. These rights are perpetual and irrevocable; in the event of any actual or alleged breach by the Commonwealth, the Contractor's sole remedy shall be to pursue a monetary claim in accordance with § 11-69 of the Code of Virginia.

OWNERSHIP OF INTELLECTUAL PROPERTY: All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the Commonwealth. On request, the Contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

PRODUCT SUBSTITUTION AND REPAIR PARTS: During the term of any contract resulting from this solicitation, the vendor is not authorized to substitute any item for that product and/or software identified in the solicitation without the prior written consent of the contracting officer whose name appears on the front of this solicitation, or their designee. In the event that the performance of maintenance services under the contract results in a need to replace defective parts, such items may only be replaced by new parts. In no instance shall the contractor be permitted to replace defective items with refurbished, remanufactured, or surplus items without prior written authorization of the Commonwealth.

SERVICE REPORTS: Upon completion of any maintenance call, the Contractor shall provide the agency with a signed service report that includes, at a minimum: a general statement as to the problem, action taken, any materials or parts furnished or used, and the number of hours required to complete the repairs.

TERM OF SOFTWARE LICENSE: Unless otherwise stated in the solicitation, any software license(s) identified in the contract schedule shall be purchased on a **perpetual basis** and shall continue in perpetuity. However the Commonwealth reserves the right to terminate the license at any time, although the mere expiration or termination of this contract shall not be construed as an intent to terminate the license. All acquired license(s) shall be for use at any computing facilities, on any equipment, by any number of users, and for any purposes for which it is procured. The Commonwealth further reserves the right to transfer all rights under the license to another state agency to which some or all of its functions are transferred.

THIRD PARTY ACQUISITION OF SOFTWARE: The Contractor shall notify the procuring agency in writing should the intellectual property, associated business, or all of its assets be acquired by a third party. The Contractor further agrees that the contract's terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition. Prior to completion of the acquisition, the Contractor shall obtain, for the Commonwealth's benefit and deliver thereto, the assignee's agreement to fully honor the terms of the contract.

TITLE TO SOFTWARE: By submitting a proposal, the Offeror represents and warrants that it is the sole owner of the software or, if not the owner, that it has received all legally required authorizations from the owner to license the software, has the full power to grant the rights required by this solicitation, and that neither the software nor its use in accordance with the contract shall violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or organization.

SYSTEM WARRANTY: The Contractor warrants that all system components including, but not limited to, software, firmware and hardware product(s) that are delivered to the Commonwealth of Virginia under this agreement, and which are used in accordance with the product documentation provided by the Contractor, shall perform without error, abnormal ending, or degraded performance and shall meet the system requirements defined by the procuring Agency.

The “System Warranty” shall be in effect for 92 calendar days following systems acceptance by the procuring Commonwealth Agency. Any system component provided under this Agreement that is discovered not to be compliant after acceptance shall be corrected by the Contractor at no additional cost to the Commonwealth. Failure to correct the deficiency shall subject the Contractor to default action.

WARRANTY AGAINST DEGRADATION AND SHUTDOWN DEVICES: The Contractor warrants that the equipment and software provided under the contract shall not contain any lock, counter, CPU reference, virus, worm, or other device capable of halting operations, or erasing or altering data or programs, or degrading system performance. The Contractor further warrants that neither it, nor its agents, employees, or subcontractors shall insert any degradation or shutdown device following delivery of the equipment and software.

The “Warranty Against Degradation and Shutdown Devices” shall be in effect for the life of the system. Any system component provided under this Agreement that is discovered not to be compliant after acceptance shall be corrected by the Contractor at no additional cost to the Commonwealth. Failure to correct the deficiency shall subject the Contractor to default action.

YEAR 2000 COMPLIANT AND ENABLEMENT WARRANTY: The Contractor warrants that all software, firmware and hardware product(s) delivered to the Commonwealth of Virginia under any agreement, and which are used in accordance with the product documentation provided by the Contractor, shall be 4-digit Year 2000 compliant (or approved enabled). All products shall accurately process all date-change data from start to finish, including, but not limited to, twentieth, twenty-first centuries and leap year calculations.

The Contractor shall not be responsible for correcting any product(s) (e.g., hardware, software, firmware) which were not provided under this agreement or for correcting any previously owned Commonwealth products that are used in combination with the Contractor’s product(s); however, if this solicitation identifies any product or sources of data to be used in combination with the product(s) delivered under the resulting agreement, the Contractor shall be responsible for providing all necessary interface(s) or other appropriate means for assuring that the dates which are output from such other product(s) or source(s) are automatically corrected before being processed by the product(s) or system provided under this agreement.

The “Year 2000 Compliant and Enablement Warranty” shall be in effect for the life of the system. Any system component provided under this Agreement that is discovered not to be compliant after acceptance shall be corrected by the Contractor at no additional cost to the Commonwealth. Failure to correct the deficiency shall subject the Contractor to default action.

NONVISUAL ACCESS TO TECHNOLOGY: All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the “Technology”) shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Agreement:

1. Effective, interactive control and use of the Technology shall be readily achievable by nonvisual means.
2. The Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts.

3. Nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public.
4. The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.1-807 through 2.1-811 of the Code of Virginia.

UCITA (UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT): The Commonwealth is “opting out” of UCITA for this project.

XI. Method of Payment

The Commonwealth will make payments, within thirty (30) days of receipt of approved invoices, in accordance with a mutually agreeable Pricing Schedule (see Section XII). A final payment, equal to approximately 5 percent, will be retained until expiration of the System Warranty (see *Technology Terms and Conditions, Item P - System Warranty*), if such a warranty is in place, or as mutually agreed upon during contract negotiation.

XII. Pricing Schedule

The Offeror shall propose a pricing schedule whereby VDOE would be invoiced for work completed based on this proposal. Offeror should address inclusion of a reasonable retainage fee to be withheld by the Commonwealth until expiration of the system warranty (see *Technology Terms and Conditions, Item P, System Warranty*), if such a warranty is in place. The proposed schedule should relate to the completion of major deliverables and/or milestones as provided in the Offeror’s proposed Project Plan. (The Offeror shall place the proposed Pricing Schedule in the RFP Response Package.)

Attachment A – Proprietary/Confidential Information Summary Form

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

Attachment B – Reference Form

REFERENCES: Provide below as references government or business entities for whom your firm has provided educational corporate and/or leadership solutions similar to those proposed in your response. Include the dates service was furnished; and the name, address, e-mail, telephone and fax number of the person that the purchasing agency has your permission to contact. A narrative statement should be provided for each reference, describing the scope, size and type of service provided to each reference. **Please verify that the contact persons whom you have listed below are still employed with these firms prior to submitting their names.**

CLIENT'S NAME AND ADDRESS	BEGIN & END DATES OF SERVICE	DESCRIPTION OF SERVICES	PERSON TO CONTACT AND TELEPHONE NO., FAX NO., AND E-MAIL ADDRESS

Attachment C – Small Business / Owned by Women and Minorities (SBOWM) Forms

PARTICIPATION IN STATE PROCUREMENT TRANSACTIONS

SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES

The following definitions will be used in completing the information required by one or more of the three categories of businesses contained in this Attachment as applicable to your firm: (I) Participation by Small Businesses; (II) Participation by Businesses Owned by Women; and (III) Participation by Businesses Owned by Minorities.

DEFINITIONS

Period is the specified 12-month period for which the information provided in this list is applicable and valid. The period will be specified as month and year.

Firm Name, Address and Phone Number is the name, address and business phone number of the small business, women-owned business or minority-owned business with which the Offeror has contracted or done business over the specified period or plans to involve on this contract, as applicable.

Contact Person is the name of the individual in the specified small business, women owned business or minority-owned business who would have knowledge of the specified contracting and would be able to validate the information provided in this list.

Type Goods or Services is the specific goods or services the Offeror has contracted for from the specified small, women-owned or minority-owned business over the specified period of time or plans to use in the performance of this contract, as applicable. The Offeror will asterisk (*) those goods and services that are in the Offeror's primary business or industry.

Dollar Amount is the total dollar amount (state if in thousands of dollars) the Offeror has contracted for or has done business with the listed firm during the specified period or plans to use on this contract, as applicable.

% Total Company Expenditures for Goods and Services is calculated by dividing the dollar amount of business conducted or contracted for with the indicated firm over the specified period by the total company expenditure of the Offeror over the specified period for goods and services.

% of Total Contract is calculated by dividing the estimated dollars planned for the indicated firm on this contract by the total Offeror estimated price of this contract.

I. PARTICIPATION BY SMALL BUSINESSES

- A. Offeror certifies that it () is, () is not, a small business concern. For the purpose of this procurement, a small business is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is contracting and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria, as prescribed by the United States Small Business Administration. **(Offeror's response here does not impact the score for this criterion.)**
- B. PAST PARTICIPATION: List small businesses with which the Offeror has contracted or done business and dollar amounts spent with each of these businesses in the most recent 12-month period for which data are available. Offerors are encouraged to provide additional information and expand upon the following format:

Period - From: _____ To: _____

TOTAL COMPANY EXPENDITURES FOR PERIOD: _____

<u>Firm Name, Address / Phone</u>	<u>Contact Person</u>	<u>Type Goods / Services</u>	<u>Dollar Amount</u>	<u>% Total Co. Expenditures for Goods / Services***</u>

*****WHEN FIGURING THE TOTALS IN THIS COLUMN, THE TOTAL EXPENDITURES FOR ALL THREE CATEGORIES (SMALL, WOMEN AND MINORITY OWNED BUSINESSES) CANNOT EXCEED 100% *****

- C. PLANNED PARTICIPATION: Describe Offeror's **plans** to involve small businesses in the performance of this **contract** either as part of a joint venture, as a partnership, as subcontractors or as suppliers. Offerors are encouraged to provide additional information and expand upon the following format:

<u>Firm Name, Address / Phone</u>	<u>Contact Person</u>	<u>Type Goods / Services</u>	<u>Dollar Amount</u>	<u>% Total Co. Expenditures for Goods / Services***</u>

*****THIS COLUMN REFLECTS WHAT PERCENTAGE OF THE 100% VALUE OF THIS CONTRACT YOU WILL AWARD TO SMALL BUSINESSES*****

II. PARTICIPATION BY BUSINESSES OWNED BY WOMEN

- A. Offeror certifies that it () is, () is not, a women's business enterprise or women-owned business. For the purpose of this procurement, a women-owned business is a concern that is at least 51 percent owned by a woman or women who also control and operate it. In this context, "control" means exercising the power to make policy decisions, and "operate" means being actively involved in the day-to-day management. **(Offeror's response here does not impact the score for this criterion.)**
- B. PAST PARTICIPATION: List businesses owned by women with which the Offeror has contracted or done business and dollar amounts spent with each of these businesses in the **most recent 12-month period** for which data are available. Offerors are encouraged to provide additional information and expand upon the following format:

PERIOD: From: _____ To: _____

TOTAL COMPANY EXPENDITURES FOR PERIOD: _____

<u>Firm Name, Address / Phone</u>	<u>Contact Person</u>	<u>Type Goods / Services</u>	<u>Dollar Amount</u>	<u>% Total Co. Expenditures for Goods / Services***</u>

*****WHEN FIGURING THE TOTALS IN THIS COLUMN, THE TOTAL EXPENDITURES FOR ALL THREE CATEGORIES (SMALL, WOMEN AND MINORITY-OWNED BUSINESSES) CANNOT EXCEED 100% *****

- C. PLANNED PARTICIPATION: Describe Offeror's **plans** to involve businesses owned by women **in the performance of this contract** either as part of a joint venture, as a partnership, as subcontractors or as suppliers. Offerors are encouraged to provide additional information and expand upon the following format:

<u>Firm Name, Address / Phone</u>	<u>Contact Person</u>	<u>Type Goods / Services</u>	<u>Dollar Amount</u>	<u>% Total Co. Expenditures for Goods / Services***</u>

*****THIS COLUMN REFLECTS WHAT PERCENTAGE OF THE 100% VALUE OF THIS CONTRACT YOU WILL AWARD TO WOMEN OWNED BUSINESSES*****

III. PARTICIPATION BY BUSINESSES OWNED BY MINORITIES

- A. Offeror certifies that it () is, () is not, a minority business enterprise or minority-owned business. For the purpose of this procurement, a minority-owned business is a concern that is at least 51 percent owned and controlled by one or more socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to, Blacks, Hispanic Americans, Asian Americans, American Indians, Eskimos, and Aleuts. **(Offeror's response here does not impact the score for this criterion.)**
- B. PAST PARTICIPATION: List businesses owned by minorities with which the Offeror has contracted or done business and dollar amounts spent with each of these businesses in **the most recent 12-month period** for which data are available. Offerors are encouraged to provide additional information and expand upon the following format:

PERIOD: From: _____ To: _____

TOTAL COMPANY EXPENDITURES FOR PERIOD:

<u>Firm Name, Address / Phone</u>	<u>Contact Person</u>	<u>Type Goods / Services</u>	<u>Dollar Amount</u>	<u>% Total Co. Expenditures for Goods / Services***</u>

*****WHEN FIGURING THE TOTALS IN THIS COLUMN, THE TOTAL EXPENDITURES FOR ALL THREE CATEGORIES (SMALL, WOMEN AND MINORITY-OWNED BUSINESSES) CANNOT EXCEED 100% *****

- C. Describe Offeror's plans to involve minority businesses in the performance of this contract either as part of a joint venture, as a partnership, as subcontractors or as suppliers. Offerors are encouraged to provide additional information and expand upon the following format:

<u>Firm Name, Address / Phone</u>	<u>Contact Person</u>	<u>Type Goods / Services</u>	<u>Dollar Amount</u>	<u>% Total Co. Expenditures for Goods / Services***</u>

*****WHEN FIGURING THE TOTALS IN THIS COLUMN, THE TOTAL EXPENDITURES FOR ALL THREE CATEGORIES (SMALL, WOMEN AND MINORITY-OWNED BUSINESSES) CANNOT EXCEED 100% ***

Attachment D – Response to Requirements

Response to Functionality Requirements

Offerors may respond to individual components of the RFP or to the RFP in its entirety. As noted in the “Specific Instructions” subsection, Offerors must place their “Response to Functionality Requirements” in the RFP Response Package.

Criterion Weight – Functionality - 65%

Functionality	User Response #
Training curriculum for the Turnaround Specialist Program	Responses 1.1.1 – 1.1.4
Criteria and processes to: a. credential Turnaround Specialists b. recruit and select applicants, select schools, place specialists, and develop the memorandum of understanding between parties	Responses 1.2.1 – 1.2.5
Delivery of training to individuals selected for the Turnaround Specialist Program	Responses 1.3.1 – 1.3.5
A network of support and follow-up training to the Turnaround Specialists during the 2004-2005 academic year	Responses 1.4.1 – 1.4.5
Operation of an office or center to administer the Turnaround Specialist Program on an annual basis, with options for renewals	Responses 1.5.1 – 1.5.5

Response 1.0 – Overview of Functionality Requirements

- 1.1 Provide a clear and concise description of the proposed solution’s features in support of the stated requirements for a training curriculum for the Turnaround Specialist Program.
- 1.2 Provide a clear and concise description of the proposed solution’s features in support of the stated requirements to develop criteria and administer the processes for: (a) credentialing individuals who successfully complete the program and (b) recruiting and selecting applicants, selecting schools, placing specialists, and developing the memorandum of understanding between the parties.
- 1.3 Provide a clear and concise description of the proposed solution’s features in support of the stated requirements to deliver training to individuals selected for the Turnaround Specialist Program, including how participants who enter the program at different times will be accommodated.
- 1.4 Provide a clear and concise description of the proposed solution’s features in support of the stated requirements to offer a network of support and follow-up training to the Turnaround Specialists during the 2004-2005 academic year.
- 1.5 Provide a clear and concise description of the proposed solution’s features in support of the stated Requirements to Operate an office or center to administer the Turnaround Specialist Program on an annual basis, with options for renewals.

Response Tables:

1.1 – Training Curriculum for the Turnaround Specialist Program	Yes or No	If “No”, provide an explanation	Customization Effort: Enter either “None”, “Minor” or “Major”
(1.1.1) Does Offeror have the ability to develop the required training curriculum?			
(1.1.2) Does Offeror have the personnel required to develop the required training curriculum?			
(1.1.3) Does Offeror have the ability to meet the required timeline for development of the training curriculum?			
(1.1.4) Is the curriculum designed such that it can accommodate participants who enter the training program at different times, i.e., in an asynchronous manner?			

1.2 - Criteria and processes for: (a) credentialing individuals who successfully complete the program and (b) recruiting and selecting applicants, selecting schools, placing specialists, and developing the memorandum of understanding between the parties	Yes or No	If “No”, provide an explanation	Customization Effort: Enter either “None”, “Minor” or “Major”
(1.2.1) Does Offeror have the ability to develop and administer the necessary criteria and processes?			
(1.2.2) Does Offeror have the personnel required to develop and administer the necessary criteria and processes?			
(1.2.3) Does Offeror have the facilities required to develop and administer the necessary criteria and processes?			
(1.2.4) Does Offeror have the equipment required to develop and administer the necessary criteria and processes?			
(1.2.5) Does Offeror have the ability to meet the required timelines for development and administration of the necessary criteria and processes?			

1.3 – Training for Individuals Selected for the Turnaround Specialist Program	Yes or No	If “No”, provide an explanation	Customization Effort: Enter either “None”, “Minor” or “Major”
(1.3.1) Does Offeror have the ability to offer the required training, including the ability to accommodate participants who enter the program at different times?			
(1.3.2) Does Offeror have the personnel required to deliver the required training?			
(1.3.3) Does Offeror have the facilities required to deliver the required training?			
(1.3.4) Does Offeror have the equipment required to deliver the required training?			
(1.3.5) Does Offeror have the ability to meet the required timeline for delivery of the required training?			

1.4 – Network of Support and Follow-Up Training for the Turnaround Specialists	Yes or No	If “No”, provide an explanation	Customization Effort: Enter either “None”, “Minor” or “Major”
(1.4.1) Does Offeror have the ability to administer the required support network and deliver the required follow-up training?			
(1.4.2) Does Offeror have the personnel necessary to administer the required support network and deliver the required follow-up training?			
(1.4.3) Does Offeror have the facilities necessary to administer the required support network and deliver the required follow-up training?			
(1.4.4) Does Offeror have the equipment necessary to administer the required support network and deliver the required follow-up training?			
(1.4.5) Does Offeror have the ability to meet the required timeline to administer the required support network and deliver the required follow-up training?			

1.5 – Operation of an Office or Center to Administer The Turnaround Specialist Program on an Annual basis, with Options for Renewals	Yes or No	If “No”, provide an explanation	Customization Effort: Enter either “None”, “Minor” or “Major”
(1.5.1) Does Offeror have the ability to operate the required office or center?			
(1.5.2) Does Offeror have the personnel necessary to operate the required office or center?			
(1.5.3) Does Offeror have the facilities necessary to operate the required office or center?			
(1.5.4) Does Offeror have the equipment necessary to operate the required office or center?			
(1.5.5) Does Offeror have the ability to meet the required timeline to administer the required office or center?			

Response to Cost Requirements

Offerors may respond to individual components of the RFP or to the RFP in its entirety. As noted in the “Specific Instructions” subsection, Offerors must place their “Response to Cost Requirements” in the RFP Response Package.

Criterion Weight—Cost—20%

Cost	User Response #
Training curriculum for the Turnaround Specialist Program	Responses 2.1.1
Criteria and processes to: a. credential Turnaround Specialists b. recruit and select applicants, select schools, place specialists, and develop the memorandum of understanding between parties	Responses 2.2.1 – 2.2.4
Delivery of training to individuals selected for the Turnaround Specialist Program	Responses 2.3.1
A network of support and follow-up training to the Turnaround Specialists during the 2004-2005 academic year	Responses 2.4.1 – 2.4.2
Operation of an office or center to administer the Turnaround Specialist Program on an annual basis, with options for renewals	Responses 2.5.1
Summary of Total Cost	Responses 2.6.1– 2.6.8

Response 2.0 – Overview of Cost Requirements

- 2.1 Provide information on the cost to develop a training curriculum for the Turnaround Specialist Program.
- 2.2 Provide information on the cost to develop criteria and administer the processes for: (a) credentialing individuals who successfully complete the program and (b) recruiting and selecting applicants, selecting schools, placing specialists, and developing the memorandum of understanding between the parties.
- 2.3 Provide information on the cost to deliver training to individuals selected for the Turnaround Specialist Program, including how participants who enter the program at different times will be accommodated.
- 2.4 Provide information on the cost to offer a network of support and follow-up training to the Turnaround Specialists during the 2004-2005 academic year.
- 2.5 Provide information on the cost to operate an office or center to administer the Turnaround Specialist Program on an annual basis, with options for renewals.
- 2.6 Provide information on the total cost of the proposed solution.

Offeror must complete the cost templates provided below and as described under *Cost Requirements* in Section IV. Costs for each component in the template must be provided. Enter zero if no costs apply. **Components may be unbundled further under each entry provided, and additional components may be listed as appropriate.** For all cost templates, separate cost entries must **NOT** be listed for project management; shipping and handling; materials used to produce deliverables; or travel expenses. Rather these costs should be accounted for within the prices listed. All costs shall be expressed in US dollars.

Response 2.1 –Proposed Training Curriculum for Turnaround Specialist Program

2.1 - Training Curriculum for Turnaround Specialist Program	Unit Price (P)	Quantity (Q)	Cost (P x Q)
(2.1.1) Curriculum Development, to include but not limited to lessons, instructional materials, speakers, extra-curricular experiences, etc.			

Response 2.2 –Proposed criteria and administration of the processes for: (a) credentialing individuals who successfully complete the program and (b) recruiting and selecting applicants, selecting schools, placing specialists, and developing the memorandum of understanding between the parties

2.2 – Criteria Development and Administration Processes	Unit Price (P)	Quantity (Q)	Cost (P x Q)
(2.2.1) Cost to develop criteria and administer the process to credential Turnaround Specialists			
(2.2.2) Cost to develop criteria and administer the process to recruit and select applicants			
(2.2.3) Cost to develop criteria and administer the process to select the schools			
(2.2.4) Cost to develop criteria and administer the process to place the specialists and develop the memorandum of understanding between parties			
TOTAL COST FOR EDUCATIONAL TURNAROUND SPECIALIST CREDENTIAL = (A+B+C+D)			

Response 2.3 – Proposed Delivery of Training for the Turnaround Specialist Program

2.3 – Delivery of Turnaround Specialist Training	Unit Price (P)	Quantity (Q)	Cost (P x Q)
(2.3.1) Cost to Deliver Training for the Turnaround Specialist Program, including but not limited to, the cost for materials, instructors, equipment, facilities, etc.			

Response 2.4 – Network of Support and Follow-up Training for the Turnaround Specialists

2.4 - Network of Support and Follow-Up Training for the Turnaround Specialists	Unit Price (P)	Quantity (Q)	Cost (P x Q)
(2.4.1) Cost to Provide a Support Network to the Turnaround Specialists During the 2004-2005 School Year			
(2.4.2) Cost to Provide Follow-Up Training to the Turnaround Specialists During the 2004-2005 School Year			
TOTAL COST TO PROVIDE SUPPORT AND FOLLOW-UP TRAINING FOR TURNAROUND SPECIALISTS FOR THE 2004-2005 SCHOOL YEAR = (A+B)			

Response 2.5 – Operation of an Office or Center to Administer the Turnaround Specialist Program on an Annual basis, with options for renewals

2.5 - Operation of an Office or Center to Administer The Turnaround Specialist Program on an Annual basis, with Options for Renewals	Unit Price (P)	Quantity (Q)	Cost (P x Q)
(2.5.1) Cost to operate an office or center to administer the Turnaround Specialist Program on an annual basis, with options for renewals, to include but not limited to, personnel; facilities; materials and supplies; equipment, etc., required to market the program; operate the application process; select and place participants and schools; deliver training; award the credential; provide a support network; evaluate and report on the program, etc.			

Response 2.6 –Summary of Total Cost Template

2.6 - Summary of Total Cost for Development and Administration of the Turnaround Specialist Program	Projected One-Time Cost	Projected Annual Cost*
(2.6.1) Training Curriculum for Turnaround Specialist Program (2.1 above)	\$	\$
(2.6.2) Criteria and Administration of the Process for: (a) Credentialing Individuals Who Successfully Complete the Program and (B) Recruiting and Selecting Applicants, Selecting Schools, Placing Specialists, and Developing the Memorandum Of Understanding Between The Parties (2.2 above)	\$	\$
(2.6.3) Delivery of Training for the Turn around Specialist Program (2.3 above)	\$	\$
(2.6.4) Support Network and Follow-Up Training (2.4 above)	\$	\$
(2.6.5) Operation of an Office or Center to Administer the Turnaround Specialist Program (2.5 above)	%	\$
Total Cost = (A+B+C+D+E)	\$	\$

*Please add columns if projected annual costs are substantially different from year to year.

Response to Corporation Requirements

(As noted in the “Specific Instructions” subsection, Offerors must place their “Response to Corporation Requirements” in the RFP Response Package.)

Criterion Weight – Corporation – 5%

Corporation	User Response #
Corporate Informational Items	3.1.1-3.1.9
Financial Stability and Experience Table	3.2.1-3.2.6
Personnel Table	3.3.1-3.3.2
Methodologies and Tools Table	3.4.1-3.4.4

Response 3.0 – Overview of Corporation Requirements

- 3.1 Offeror shall provide the information as requested below. (Do not provide a marketing presentation.)
- Complete company name
 - Federal identification or social security number
 - Unemployment compensation number
 - State in which incorporated
 - Narrative description of company’s organization (include organization charts, and indicate company officers, where applicable)
 - Principal type of business
 - Total number of years in business
 - Total full-time work force
 - Percent of employees available to work on this project

- 3.2 Offeror shall provide a five-year annual report detailing the financial viability and stability of the company with a description of contracts and work that extend through June 2005.
- 3.3 Offeror shall describe the make-up of its project team and describe each team member's principal roles. In addition, the Offeror shall provide the following information for each proposed team member: a) projected time devoted to project, b) projected principal work location, and c) brief résumé.
- 3.4 Offeror shall describe the methodologies and tools it will use to manage the project.
- 3.5 Using the form provided in the Appendix as "Attachment B – Reference Form," the Offeror should provide VDOE with references of where they have successfully developed and implemented a similar educational and/or corporate leadership training program and related services in other state or local jurisdictions(s).

Response Tables

Response 3.1 – Corporation Information		If "None", provide an explanation
(3.1.1) Complete company name		
(3.1.2) Federal identification or social security number		
(3.1.3) Unemployment compensation number		
(3.1.4) State in which incorporated		
(3.1.5) Narrative description of company's organization (include organization charts, and indicate company officers, where applicable)		
(3.1.6) Principal type of business		
(3.1.7) Total number of years in business		
(3.1.8) Total full time work force		
(3.1.9) Percent of employees available to work on this project		

Response 3.2 – Financial Stability and Experience	Yes or No	If “No”, provide an explanation
(3.2.1) The Offeror has been in business for at least five years.		
(3.2.2) The Offeror has enough contracts to maintain its profitability through June 2005.		
(3.2.3) The Offeror has been developing educational and/or corporate leadership training and related services for at least the last three years.		
(3.2.4) The Offeror has conducted similar educational and/or corporate leadership training and related services in other state or local jurisdictions.		
(3.2.5) The Offeror understands and is experienced in educational and/or corporate issues involving multiple education/government entities.		
(3.2.6) The Offeror has demonstrated the ability to develop and maintain the training, delivery, and administrative infrastructure required for this project.		

Response 3.3 – Personnel	Yes or No	If “No”, provide an explanation
(3.3.1) The Offeror will provide personnel who have the credentials and qualifications required to successfully deliver this project.		
(3.3.2) The Offeror will provide the necessary personnel to complete the project on time and within the proposed budget.		

Response 3.4 – Methodologies and Tools	Yes or No	If “No”, provide an explanation
(3.4.1) The Offeror uses a formalized project management methodology to develop the project plan and manage the project.		
(3.4.2) The Offeror has developed a comprehensive project plan that incorporates the staffing plan (position assignments) of the Offeror’s team, milestones, tasks, subtasks and resource requirements.		
(3.4.3) The proposed solution meets the required deadline provided in this RFP.		
(3.4.4) The Offeror uses standard project management tools (e.g., MS Project, Visio, etc.).		

Response to Project Manager Requirements

(As noted in the “Specific Instructions” subsection, Offeror must place its “Response to Project Manager Requirements” in the RFP Response Package.)

Criterion Weight – Project Manager – 5%

Project Manager	User Response #
Project Manager for the Turnaround Specialist Program	Responses 4.1.1 – 4.1.4

Response 4.0 – Overview of Project Manager Requirements

4.1 Offeror shall provide information on the project manager for the project.

Response 4.1 – Project Manager	Yes or No	If “No”, provide an explanation
(4.1.1) The Offeror provides a project manager who will be the same manager throughout the project.		
(4.1.2) The Offeror provides a project manager who will provide weekly and/or other reports as needed and requested.		
(4.1.3) The Offeror provides a project manager who will represent the contractor for internal VDOE and external advisory group meetings.		
(4.1.4) The Offeror permits the VDOE to approve its project manager.		

Response to Small Business / Owned by Women and Minorities (SBOWM) Requirements

(As noted in the “Specific Instructions” subsection, Offeror must place its “Response to Small Business/Owned by Woman and Minorities Requirements” in the RFP Response Package.)

Criterion Weight – SBOWM – 5%

SBOWM
SBOWM Informational Items

Response 5.0 – Overview of SBOWM Requirements

5.1 Offeror shall complete the form provided in the Appendix as Attachment C – “Small Business/Owned by Women and Minorities.”